IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

Patricia Remacle, **Plaintiff,** **v.** **Repperio, Inc.,** **Serve: June Marshall** **1700 N. Moore Street, 21st Floor** **Arlington, Virginia 22209** **and** **June Marshall,** **818 Quincy Street, #1511** **Arlington, Virginia 22203** **and** **Thomas Ziemba,** **1133 15th St NW** **Washington, District of Columbia 20005** **and** **David Abel,** **1700 N. Moore Street, 21st Floor** **Arlington, Virginia 22209** **Defendants.**	)	**Case No. _______________**

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Patricia Remacle, by and through her undersigned counsel, hereby files this Complaint and Demand for Jury Trial against Repperio, Inc., June Marshall, Thomas Ziemba, and David Abel for violation of federal securities laws, violation of state securities laws, fraud, breach of contract, unjust enrichment, tortious interference with contract, and civil conspiracy.

NATURE OF ACTION

1. In this action, Ms. Remacle seeks to recover damages against her former employer, Repperio, Inc., its Chief Executive Officer ("CEO") and founder, Defendant Marshall, and two of its potential investors, Defendants Ziemba and Abel, for securities fraud, fraud, breach of contract, unjust enrichment, tortious interference with contract, and civil conspiracy.

2. The claims in this case stem from Defendant Marshall's recruitment of Ms. Remacle to join Repperio as a Vice President and member of the "founding team" and Ms. Remacle's brief employment with the company.

3. During her recruitment, Ms. Remacle was promised a salary, commission bonus, and, most importantly, an 8% equity interest in Repperio. Based on the representations made to her by Defendant Marshall, Ms. Remacle entered into a contract with Repperio guaranteeing her equity interest.

4. However, shortly after Ms. Remacle joined the company and provided valuable services for the company's product launch, Defendant Marshall reneged on the contract and refused to grant Ms. Remacle her equity stake. According to Defendant Marshall, the amount promised to Ms. Remacle was too great and the company's investors, Defendants Ziemba and Abel, demanded to reduce the equity grant to Ms. Remacle.

5. As detailed herein, it is clear that Repperio and Defendant Marshall made false representations of material fact and material omissions to Ms. Remacle when the company did not intend to abide by its contractual obligations with her. It is also the case that Defendants Ziemba and Abel compelled Repperio and Defendant Marshall to breach Ms. Remacle's agreement, thereby tortiously interfering with her contract.

PARTIES

6. Ms. Remacle is an individual resident of the Commonwealth of Virginia and resides at 12023 Creekbend Drive, Reston, VA 20194. Ms. Remacle was employed by Repperio from September 16, 2016 to December 13, 2016 as the Vice President of Product under the terms of an employment contract.

7. Repperio, Inc. is a corporation formed under the laws of the state of Delaware with its headquarters located at 1700 N. Moore Street, 21st Floor, Arlington, Virginia 22209. Repperio is a federal pipeline management and market research company that uses predictive analytics to help federal contractors increase win rates and assists contractors in conducting data-drive market research.

8. June Marshall is an individual resident of the Commonwealth of Virginia and resides at 818 Quincy Street, #1511, Arlington, Virginia 22203. Defendant Marshall is the CEO and founder of Repperio and owns a controlling interest in the company.

9. At the time of the events giving rise to this Complaint, Defendant Ziemba, employed by a venture capital firm K Street Capital, was a potential investor in Repperio who was in negotiations with Defendant Marshall.

10. David Abel is a venture capitalist employed by L+ I –Partners, LLC and is a member of the board of directors of Repperio, Inc. At the time of the events giving rise to this Complaint, Defendant Abel was a potential investor in Repperio who was in negotiations with Defendant Marshall.

JURISDICTION & VENUE

11. This action arises under the federal securities law, including §10(b) of the Securities and Exchange Act of 1934 (15 U.S.C. § 78j (b)) and Exchange Act Rule 10b-5 (17 C.F.R. § 240.10b5), the Virginia Securities Act (VA Code § 13.1-502 and § 13.1-522(A)), and Virginia common law.

12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

13. Personal jurisdiction exists over the Defendants pursuant to VA Code § 8.01-328.1 because a substantial part of the acts causing tortious injury and giving rise to this action, including the false representations and omissions of material fact and the agreement to the employment contract, occurred in this jurisdiction, Repperio is based in this jurisdiction, Ms. Remacle and Defendant Marshall reside and work in this district, and Defendants Ziemba and Abel are investors in a company based in this jurisdiction. Furthermore, each Defendant has sufficient minimum contacts with Virginia to make the exercise of jurisdiction over each Defendant by this Court consistent with traditional notions of fair play and substantial justice.

14. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391(b) as a substantial part of the events giving rise to the claims in this action occurred within this judicial district.

FACTS

15. Ms. Remacle is a top product strategist, Agile coach, and engineering leader with nearly three decades of experience. During her career, Ms. Remacle has developed an expertise in defining product strategies and building product management practices to successfully launch business solutions, allowing business to increase market share, expand sales opportunities, and

optimize customer satisfaction.

16. Further bolstering her experience, Ms. Remacle has been an officer in many technology companies, with her most recent focus on leading strategy and operations for start-up companies. She has consistently produced excellent results in all of her positions, whether it is a start-up or existing company seeking to develop and launch new products.

17. Based on Ms. Remacle's extensive experience and history of success, Defendant Marshall, beginning February through August 2016, sought Ms. Remacle's assistance on a regular but unpaid informal basis. During this period Ms. Remacle provided informal assistance. Ms. Remacle's assistance to Defendant Marshall included introductions to potential investors, introductions to entrepreneurs, introductions to subject matter experts in Federal Contracting, and introductions to potential employees. One of these introductions resulted in Defendant Marshall adding Jeff White to the Repperio Board of Advisors.

18. In August 2016, Defendant Marshall began recruiting Ms. Remacle to join Repperio. Over the ensuing seven weeks, Ms. Remacle and Defendant Marshall engaged in extensive discussions regarding the terms of Ms. Remacle's employment with Repperio.

19. During the negotiations, Defendant Marshall made numerous representations regarding Repperio and Ms. Remacle's role with the company. According to Defendant Marshall, the company was interested in launching a new solution, the Repperio Business Intelligence Platform (the "Solution"). Defendant Marshall represented that it was interested in hiring Ms. Remacle to spearhead the launch of the Solution, serve as a founding member of the upstart company, and serve in a vice president position.

20. During the negotiation, Defendant Marshall informed Ms. Remacle that she had already committed Repperio to launching its Solution at the SAME (Society of American

Military Engineers) Small Business Conference scheduled for November 15, 2016. That commitment required that Repperio provide a live launch of its software and be in a position to issue licenses to paying customers. Defendant Marshall made clear during the negotiation that Repperio sought to hire Ms. Remacle because without her management and technical expertise and contacts in the industry it was not likely that the Company would meet its goal to launch the product at the SAME conference. During the negotiations, Defendant Marshall repeatedly emphasized to Mr. Remacle that Repperio must meet this goal, otherwise its reputation would have been severely tarnished in the business and technology community and the likelihood of any significant funding would have been substantially diminished.

21. In prior executive positions in this industry, Ms. Remacle earned compensation in excess of $500,000 including equity as a part of her compensation package. During the course of the negotiations, Ms. Remacle and Defendant Marshall agreed that Ms. Remacle would accept a salary below market on a deferred basis because it was a cash poor start-up company, but she would receive an equity interest in Repperio to increase her total compensation package. Specifically, Defendant Marshall and Ms. Remacle agreed that Ms. Remacle would be given a stock option for 8% equity in Repperio if she joined the company.

22. Based on the representations made to her by Defendant Marshall, Ms. Remacle agreed to join Repperio and forego other employment opportunities available to her at the time.

23. Repperio and Ms. Remacle entered into an employment contract on September 19, 2016 (hereinafter, "Employment Agreement"), dated September 16, 2016, confirming the terms of the employment agreement represented by Defendant Marshall and agreed to by Defendant Marshall and Ms. Remacle.

24. Pursuant to the Employment Agreement, Ms. Remacle was to receive a salary of

$10,000 per month on an accrual schedule plus a quarterly commission bonus based on 2% of up to $5 million in company revenue.

25. The Employment Agreement also granted Ms. Remacle an equity option for 8% equity interest in Repperio at a strike price of $0.01 per share. The Employment Agreement also provided for a four year vesting schedule for the 8% interest, beginning on September 19, 2016. Pursuant to that schedule, 12.5% of the equity shares were to vest on March 19, 2017 and an additional 2.083% of the shares were to vest on the 19th day of each month thereafter. There was no requirement, either during the pre-contract negotiations or in the Employment Agreement itself, that Ms. Remacle had to be employed for the shares to vest.

26. By agreement of the parties, the Employment Agreement was later amended on October 14, 2016 (although it continued to be dated September 16, 2016) to add a provision relating to ownership of work product. The terms otherwise remained the same as in the previous iteration, including the equity grant. The Agreement dated October 14, 2016 is attached hereto as Exhibit 1.

27. When Ms. Remacle joined Repperio, the Solution was in a conceptual stage and not close to be ready for a product launch.

28. Over the ensuing two months, Ms. Remacle worked tirelessly, 200 hours per month, using her years of experience and contacts to advance the Solution to a launchable format. Ms. Remacle documented all the product requirements for the initial release, hired a team of software and test automation engineers, including an Amazon cloud programmer, to develop the Solution and move it from a conceptual stage to a commercial solution, managed the daily development process, functionally tested the system, wrote user documentation, implemented the necessary tools to manage the code and deployment process, and managed the

weekly production deployments.

29. In fact, Ms. Remacle realized early on the Solution would have to run an entirely different technology stack than Defendant Marshall had used to develop the conceptual model, and took the steps necessary for the transition.

30. Thanks to Ms. Remacle's extensive efforts, the objective was met. The Solution's live launch took place on November 15, 2016 and the company issued licenses at the conference. Without Ms. Remacle's contributions, Repperio would not have been able to finish developing or delivering the first phase of the Solution.

31. However, two days before the SAME conference, when all the work to accomplish this critical goal was completed, Defendant Marshall met with Ms. Remacle and informed her that Repperio sought to amend Ms. Remacle's Amended Employment Contract and reduce her share of equity to 4% from the previously contractually agreed upon term of 8%.

32. Defendant Marshall stated in no uncertain terms to Ms. Remacle that Repperio would not honor the Employment Agreement and the 8% equity offer contained therein. Defendant Marshall also stated that she knew "for some time" that Repperio would not actually grant Ms. Remacle an 8% equity stake and that investors would not permit Repperio to honor the Employment Agreement.

33. In fact, at the time Ms. Remacle first entered into the Employment Agreement with Repperio on September 19, 2016, Defendant Marshall and Repperio knew or should have known that the company would not honor the 8% equity grant contained therein due to the pressure and instructions of investors, including Defendants Ziemba Mr. Abel. This was information which was readily available to Defendant Marshall, who chose to knowingly and intentionally avoid the information so that she could induce Ms. Remacle to accept employment

with the company.

34. Moreover, when Ms. Remacle entered into the amended Employment Agreement on October 14, 2016, Defendant Marshall and Repperio did know that it would not honor the 8% equity grant contained therein due to the pressure and instructions of investors. The investors, including Defendants Ziemba and Abel, had reviewed Ms. Remacle's original Employment Agreement and refused to invest unless it was breached. Knowing that she and the Company would not honor the Agreement and concealing from Ms. Remacle the fact that the investors would not accept Ms. Remacle's receiving an equity share of 8%, Defendant Marshall and Repperio entered into the amended Employment Agreement anyway and continued to contractually guarantee Ms. Remacle an 8% equity stake to induce her to accept and remain in employment with the company to ensure a successful Solution launch.

35. Thereafter, Defendant Marshall, Defendants Ziemba, Abel, and Repperio agreed and conspired to cause Ms. Remacle to enter into the amended Employment Agreement, accept employment at Repperio, engage in all acts necessary to prepare and launch the Solution, and then to breach and not honor the Employment Agreement, including the equity stock option grant contained therein. As Defendant Marshall relayed to Ms. Remacle, Defendants Ziemba and Abel instructed Defendant Marshall to refuse to grant Ms. Remacle the 8% equity stake to which she was entitled by stating that the 8% equity stock option grant in the company was too large.

36. Furthermore, Defendant Marshall and Repperio concealed the fact that the company would not honor the Employment Agreement from Ms. Remacle until the Solution had been prepared for a successful launch, even after she knew that she would not honor the Employment Agreement, including the 8% equity stock option grant contained therein.

37. Over the next month, Ms. Remacle and Repperio, in communications involving not only Defendant Marshall but also Defendants Abel and Ziemba, Defendant Marshall attempted to convince Ms. Remacle to reduce her equity interest below that to which she was entitled by the Agreement.

38. During these negotiations, Defendant Marshall and Repperio continued to state that Ms. Remacle would not receive her 8% equity interest. Defendant Marshall stated that it was "impossible" for Repperio to grant Ms. Remacle an 8% interest, the potential investors in the company would not allow Ms. Remacle to collect 8% equity, and Ms. Remacle's compensation package was "out of market," although it was not.

39. It was apparent to Ms. Remacle during the course of the negotiations that Defendant Marshall and Repperio were negotiating in bad faith and would never honor the Employment Agreement.

40. During this period, Repperio and Defendant Marshall also breached the Employment Agreement when it failed to pay Ms. Remacle $2,500 in salary

41. Due to Repperio's actions, Ms. Remacle was forced to resign on December 13, 2016.

42. Furthermore, Repperio breached the Agreement by refusing, despite demand, to convey her one percent of the total shares in Repperio due on March 19, 2017 pursuant to the vesting schedule in the Employment Agreement.

COUNT I
Federal Securities Fraud
(Against Repperio and Defendant Marshall)

43. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42.

44. Section 10(b) of the Securities and Exchange Act of 1934 (15 U.S.C. § 78j (b)) and Exchange Act Rule 10b-5 (17 C.F.R. § 240.10b-5) make it unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails, to use or employ any manipulative or deceptive device or contrivance or to use any device, scheme, or artifice to defraud in connection with the purchase or sale of any security.

45. As described in detail herein, Defendant Marshall and Repperio made misrepresentations and omissions of material fact necessary in order to make statements made, in light of the circumstances under which they were made, not misleading to Ms. Remacle in connection with the purchase of a security, specifically the 8% equity stock option grant contained in the Employment Agreement, in violation of §10(b) of the Securities and Exchange Act of 1934 (15 U.S.C. § 78j(b)) and Exchange Act Rule 10b-5 (17 C.F.R. § 240.10b-5).

46. The equity stock option grant contained in the original and amended Employment Agreement is a security, as that term is defined by the Securities and Exchange Act of 1934 (15 U.S.C. § 78c(a)(10)) and Exchange Act Rules.

47. The specific representations that Defendant Marshall and Repperio made to induce Ms. Remacle to join Repperio and enter into the original and amended Employment Agreement was that Defendant Marshall and Repperio agreed to, and would honor its agreement to, give Defendant Marshall an 8% equity stock option grant at a strike price of $0.01 and would permit the option's exercise at a strike price of $0.01 in accordance with the terms of the original and amended Employment Agreement. Defendant Marshall and Repperio further omitted and concealed the material fact that the company would not honor the agreement in the original and amended Employment Agreement that conveyed to an 8% equity stock option grant at a strike price of $0.01 to Ms. Remacle and that Ms. Remacle would not be permitted to exercise the

option at a strike price of $0.01 in accordance with the terms of the original and amended Employment Agreement.

48. The foregoing representations and agreements, including the representation and agreement that Defendant Marshall would receive the 8% equity stock option grant if she accepted employment with Repperio, were made by Defendant Marshall and Repperio via e-mail, among other means. In addition, the drafts of the employment agreement and the partially and fully executed final versions of the Employment Agreement, which included the promise to agreement to provide the 8% equity stock option grant described herein, were exchanged via e-mail.

49. Defendant Marshall and Repperio made the representations and omissions in Paragraph 47 with scienter as Defendant Marshall and Repperio made the representations and omissions with the intent to deceive, manipulate, and/or defraud Ms. Remacle or, at a minimum, made the foregoing representations and omissions of material fact recklessly, unreasonably, and with such an extreme departure from the standard of ordinary care as to present a danger of misleading Ms. Remacle to the extent that the danger was known to Defendant Marshall and Repperio or so obvious that Defendant Marshall and Repperio must have been aware of it.

50. Defendant Marshall and Repperio used means or instrumentalities of interstate commerce, specifically e-mail and the internet, in making the representations and omissions described herein.

51. Defendant Marshall's and Repperio's misrepresentations and omissions were material, and Ms. Remacle would not have entered into the Employment Agreement absent the representations and omissions.

52. Ms. Remacle did not know and could not have known the falsity of Defendant

Marshall's and Repperio's misrepresentations and omissions, and instead reasonably and justifiably relied upon the false misrepresentations and omissions.

53. Ms. Remacle's reliance upon Defendant Marshall's and Repperio's misrepresentations and omissions was the direct and proximate cause of injury to Ms. Remacle.

54. Ms. Remacle suffered substantial damages and pecuniary loss as a direct and proximate result of the fraudulent conduct of Defendant Marshall and Repperio and their failure to honor the equity stock option grant in an amount to be proven at trial, but not less than $2,500,000.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against Defendant Marshall and Repperio, and that she be awarded the following relief:

A. Compensatory damages of not less than $ 2,500,000;

B. Pre- and post-judgment interest;

C. Reasonable attorney's fees and costs of this action; and

D. Such other and further relief as the Court deems just and proper.

COUNT II
Virginia Securities Fraud
(Against Defendant Marshall and Repperio)

57. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42.

58. Section 13.1-502 of the Virginia Code makes it unlawful for any person in the offer or sale of any securities to directly or indirectly employ any device, scheme, or artifice to defraud or to obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of

the circumstances under which they are, not misleading, or to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

59. As described in detail herein, Defendant Marshall and Repperio made misrepresentations and omissions of material fact necessary in order to make statements made, in light of the circumstances under which they were made, not misleading to Ms. Remacle in connection with the purchase of a security, specifically the 8% equity stock option grant contained in the Employment Agreement, in violation of Va. Code § 13.1-502.

60. The equity stock option grant contained in the original and amended Employment Agreement is a security, as that term is defined by Virginia Code § 13.1-501.

61. The specific representations that Defendant Marshall and Repperio made to induce Ms. Remacle to join Repperio and enter into the original and amended Employment Agreement was that Defendant Marshall and Repperio agreed to, and would honor its agreement to, give Defendant Marshall an 8% equity stock option grant at a strike price of $0.01 and would permit the option's exercise at a strike price of $0.01 in accordance with the terms of the original and amended Employment Agreement. Defendant Marshall and Repperio further omitted and concealed the material fact that the company would not honor the agreement in the original and amended Employment Agreement that conveyed to an 8% equity stock option grant at a strike price of $0.01 to Ms. Remacle and that Ms. Remacle would not be permitted to exercise the option at a strike price of $0.01 in accordance with the terms of the original and amended Employment Agreement.

62. The foregoing representations and agreements, including the representation and agreement that Defendant Marshall would receive the 8% equity stock option grant if she accepted employment with Repperio were made by Defendant Marshall and Repperio via e-mail,

among other means. In addition, the drafts of the employment agreement and the partially and fully executed final versions of the Employment Agreement, which included the promise to agreement to provide the 8% equity stock option grant described herein, were made via e-mail.

63. Defendant Marshall and Repperio made the representations and omissions in Paragraph 61 with scienter as Defendant Marshall and Repperio made the representations and omissions with the intent to deceive, manipulate, and/or defraud Ms. Remacle or, at a minimum, made the foregoing representations and omissions of material fact recklessly, unreasonably, and with such an extreme departure from the standard of ordinary care as to present a danger of misleading Ms. Remacle to the extent that the danger was known to Defendant Marshall and Repperio or so obvious that Defendant Marshall and Repperio must have been aware of it.

64. Defendant Marshall's and Repperio's misrepresentations and omissions were material, and Ms. Remacle would not have entered into the Employment Agreement absent the representations and omissions.

65. Ms. Remacle did not know and could not have known the falsity of Defendant Marshall's and Repperio's misrepresentations and omissions, and instead reasonably and justifiably relied upon the false misrepresentations and omissions.

66. Ms. Remacle's reliance upon Defendant Marshall's and Repperio's misrepresentations and omissions was the direct and proximate cause of injury to Ms. Remacle.

67. Ms. Remacle suffered substantial damages and pecuniary loss as a direct and proximate result of the fraudulent conduct of Defendant Marshall and Repperio and their failure to honor the equity stock option grant in an amount to be proven at trial, but not less than $2,500,000.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against Defendant Marshall and Repperio, and that she be awarded the following relief:

A. Compensatory damages of not less than $ 2,500,000;

B. Pre- and post-judgment interest;

C. Reasonable attorney's fees and costs of this action; and

D. Such other and further relief as the Court deems just and proper.

COUNT III
Breach of Contract
(Against Repperio)

68. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42. This Count is pled in the alternative to Count IV.

69. Repperio offered, and Ms. Remacle accepted, the original and amended Employment Agreement whereby Ms. Remacle agreed to provide professional services to Repperio, and Repperio agreed to compensate Ms. Remacle at a salary of $10,000 per month on an accrual schedule and with an 8% equity stock option grant at a strike price of $0.01.

70. The Employment Agreement is a signed, valid, binding, and enforceable obligation on Ms. Remacle and Repperio.

71. At all times, Ms. Remacle complied with her obligations under the Employment Agreement and met all conditions precedent to earning her salary and 8% equity stock option grant.

72. Repperio breached the Employment Agreement by expressing in unequivocal terms that it was repudiating and abandoning its Agreement with Ms. Ramacle and by engaging in the foregoing conduct evincing an intent not to perform the agreement including seeking to

renegotiate the terms of the Agreement and refusing to honor the terms.

73. Repperio breached the Employment Agreement by refusing to pay Ms. Remacle $2,500 in salary, refusing to grant her 8% equity at a strike price of $0.01, and refusing to convey the vested one percent due pursuant to the Agreement.

74. As a direct and proximate result of Repperio's breach of contract, Ms. Remacle has suffered actual and consequential damages of $2,000,000 consisting of lost wages and equity in Repperio.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against Repperio, and that she be awarded the following relief:

A. Compensatory damages in amount of not less than $ 2,000,000;

B. Pre- and post-judgment interest; and

C. Such other and further relief as the Court deems just and proper.

COUNT IV
Unjust Enrichment
(Against Repperio)

75. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42. This Count is pled in the alternative to Count III.

76. Repperio, through the acts of Defendant Marshall and its agents and representatives, represented to Ms. Remacle that she would receive a salary of $10,000 per month and an 8% equity stock option grant at a strike price of $0.01.

77. Ms. Remacle, in justifiable and reasonable reliance on the representations as to her compensation under the Employment Agreement and from Defendant Marshall, conferred a benefit on Repperio in the form of her services as Vice President and in preparing and launching

the Solution.

78. Repperio knowingly accepted and retained the benefit of Ms. Remacle's services and then refused to pay Ms. Remacle for them, either in wages or the equity grant.

79. Repperio's acceptance of Ms. Remacle's services, including but not limited to meeting the commitment to a live launch of the product and issuance of licenses for the product at the SAME, after falsely representing to her what her compensation would be, then subsequently refusing to pay any wages or equity grant, violates the fundamental principles of justice, equity, and good conscience and would unjustly enrich Repperio at Ms. Remacle's expense.

80. As a result of Repperio's actions, Repperio is liable to Ms. Remacle for the benefit which it wrongfully accepted and retained.

81. Repperio engaged in said conduct maliciously, wantonly, oppressively, and with such recklessness and gross negligence as to evince a conscious disregard of the rights of Ms. Remacle.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against Repperio, and that she be awarded the following relief:

A. Compensatory damages in an amount of not less than $2,000,000 for the value of the services conferred upon Repperio by Ms. Remacle and other economic loss, emotional harm, pain and suffering, and reputational harm;

B. Punitive damages in an amount of not less than $1,000,000;

C. Pre- and post-judgment interest; and

D. Such other and further relief as the Court deems just and proper.

COUNT V
Actual Fraud/Fraudulent Inducement
(Against Defendant Marshall and Repperio)

82. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42.

83. Repperio and Defendant Marshall made misrepresentations and omissions of material fact necessary in order to make statements made, in light of the circumstances under which they were made, not misleading to Ms. Remacle to induce her to accept employment with Repperio, enter into the Employment Agreement, and perform the services described herein.

84. The specific representations and omissions that Defendant Marshall and Repperio made to induce Ms. Remacle to join Repperio and enter into the original and amended Employment Agreement was that Defendant Marshall and Repperio agreed to, and would honor its agreement to, provide the compensation set forth in the Employment Agreement, including a $10,000 monthly salary and an 8% equity stock option grant at a strike price of $0.01. Defendant Marshall and Repperio further omitted and concealed the material fact that the company would not honor the Employment Agreement and that Ms. Remacle would not be paid her salary or permitted to exercise the option at a strike price of $0.01 in accordance with the terms of the original and amended Employment Agreement.

85. Defendant Marshall and Repperio made the representations and omissions in Paragraph 84 with scienter as Defendant Marshall and Repperio made the representations and omissions with the intent to deceive and/or defraud Ms. Remacle or, at a minimum, made the foregoing representations and omissions of material fact recklessly, unreasonably, and with such an extreme departure from the standard of ordinary care as to present a danger of misleading Ms. Remacle to the extent that the danger was known to Defendant Marshall and Repperio or so

obvious that Defendant Marshall and Repperio must have been aware of it.

86. Defendant Marshall's and Repperio's misrepresentations and omissions were material, and Ms. Remacle would not have entered into the Employment Agreement absent the representations and omissions.

87. Ms. Remacle did not know and could not have known of the falsity of Defendant Marshall's and Repperio's misrepresentations and omissions, and instead reasonably and justifiably relied upon the false misrepresentations and omissions.

88. Ms. Remacle's reliance upon Defendant Marshall's and Repperio's misrepresentations and omissions was the direct and proximate cause of injury to Ms. Remacle.

89. Ms. Remacle suffered substantial damages and pecuniary loss as a direct and proximate result of the fraudulent conduct of Defendant Marshall and Repperio and their failure to honor the Employment Agreement in an amount to be proven at trial, but not less than $2,500,000.

90. Repperio and Defendant Marshall engaged in said fraudulent conduct maliciously, wantonly, oppressively, and with such recklessness and gross negligence as to evince a conscious disregard for Ms. Remacle's rights.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against Defendant Marshall and Repperio, and that she be awarded the following relief:

A. Compensatory damages in an amount of not less than $2,500,000 for economic loss, emotional harm, pain and suffering, and reputational harm;

B. Punitive damages in an amount of not less than $1,000,000;

C. Pre- and post-judgment interest;

D. Reasonable attorney's fees and costs of this action; and

E. Such other and further relief as the Court deems just and proper.

COUNT VI
Tortious Interference with Contract
(Against Defendants Ziemba and Abel)

91. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42.

92. Ms. Remacle had a valid and enforceable contractual, employment relationship with Repperio and had a valid, binding, and enforceable contract in the form of the original and amended Employment Agreement.

93. Defendants Ziemba and Abel had knowledge of and were at all times aware of the employment relationship and the Employment Agreement, as they were prospective investors of Repperio who had extensive conversations with Defendant Marshall on behalf of Repperio, including discussions regarding Ms. Remacle's employment and the terms of her Employment Agreement.

94. By their conduct, Defendants Ziemba and Abel knowingly and intentionally interfered with and obstructed Ms. Remacle's employment relationship with Repperio and her Employment Agreement, including the stock option grant contained therein, by coercing and instructing Repperio and Defendant Marshall to not abide by the terms of the Employment Agreement.

95. Defendants Ziemba and Abel employed undue influence over Defendant Marshall and Repperio, threatening to withhold investments of capital into Repperio and claimed that no investors would invest in Repperio if the Employment Agreement remained in effect and Ms. Remacle was granted an 8% equity stake in Repperio.

96. In doing so, Defendants Ziemba and Abel engaged in unethical conduct and sharp dealing and used duress and undue influence to cause Repperio to breach its contractual relationship with Ms. Remacle.

97. Defendants Ziemba and Abel knew their actions would cause the termination of the employment relationship between Ms. Remacle and Repperio and breach of the Employment Agreement and said termination and breach was the precise purpose of their actions. Causing the harm that resulted from the termination and breach was a known and intended effect of their actions.

98. Defendants Ziemba's and Abel's actions interfered with Ms. Remacle's employment relationship with Repperio and caused Repperio to breach the Employment Agreement.

99. Defendants Ziemba's and Abel's actions arose wholly from their own personal motives and for their own personal financial gain.

100. Defendants Ziemba and Abel engaged in said actions maliciously, wantonly, oppressively, and with such recklessness and gross negligence as to evince a conscious disregard for the rights of Ms. Remacle.

101. As a direct and proximate result of Defendants Ziemba's and Abel's conduct, Ms. Remacle has suffered actual damage and loss, including but not limited to the destruction of the relationship between her and Repperio, the breach of the Employment Agreement, emotional harm, and damage to Ms. Remacle's reputation.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against Defendants Ziemba and Abel, and that she be awarded the following relief:

A. Compensatory damages in an amount of not less than $2,500,000 for economic loss, emotional harm, pain and suffering, and reputational harm;

B. Punitive damages in an amount of not less than $1,000,000;

C. Pre- and post-judgment interest;

D. Reasonable attorney's fees and costs of this action; and

E. Such other and further relief as the Court deems just and proper.

COUNT VII
Conspiracy to Induce Breach of Contract
(Against All Defendants)

102. Ms. Remacle re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 42.

103. Repperio, Defendant Marshall, Defendant Ziemba, and Defendant Abel combined and agreed to engage in acts designed to induce and cause Repperio to breach the Employment Agreement with Ms. Remacle and refuse to honor its terms, including the 8% equity stock option grant contained therein.

104. Repperio, Defendant Marshall, Defendant Ziemba, and Defendant Abel, all had knowledge of the existence and terms of the Employment Agreement and in knowing disregard of such terms and in conspiracy together caused Repperio to breach said provisions, including specifically the equity grant.

105. Repperio, Defendant Marshall, Defendant Ziemba, and Defendant Abel intentionally and willfully conspired and agreed to make material misrepresentations and omissions to Ms. Remacle to conceal from her the fact that Repperio would not honor its Employment Agreement with her, while she provided valuable services to Repperio and prepared and launched the Solution for the benefit of all Defendants.

106. The conspiracy of the Defendants has injured Ms. Remacle in the form of the lost value of the Employment Agreement and other economic and noneconomic harm, and, in fact, the entire scheme of the Defendants was designed to cause said breach and damage and for the purpose of preventing Ms. Remacle from realizing the full value of the compensation package due to her under the Employment Agreement.

107. As a direct and proximate result of the Defendants' conspiracy to cause the breach of the Employment Contract, Ms. Remacle has suffered lost wages and other lost compensation and value from the Employment Agreement, including lost equity in Repperio, expenses, and damage to reputation.

108. Defendants engaged in said acts of conspiracy maliciously, wantonly, oppressively, and with such recklessness as to evince a conscious disregard of Ms. Remacle's rights.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against all Defendants, and that she be awarded the following relief:

A. Compensatory damages in an amount of not less than $2,500,000;

B. Punitive damages in an amount of not less than $1,000,000;

C. Pre- and post-judgment interest;

D. Reasonable attorney's fees and costs of this action; and

E. Such other and further relief as the Court deems just and proper.

COUNT VIII
Conspiracy to Injure Ms. Remacle in Her Business and Profession
(Against All Defendants)

109. Ms. Remacle re-alleges and incorporates herein the allegations set forth in

Paragraphs 1 through 42.

110. Va. Code § 18.2-499 makes it unlawful for two or more persons to combine, associate, agree, mutually undertake, or concert together for the purpose of willfully and maliciously injuring another in her reputation, trade, business, or profession by any means whatever.

111. Repperio, Defendant Marshall, Defendant Ziemba, and Defendant Abel procured the participation, cooperation, agreement, and/or other assistance of the other defendants to enter into a combination, association, agreement, mutual understanding, and/or concert for the purpose of willfully and maliciously injuring Ms. Remacle in her trade, business, and profession in violation of Va. Code § 18.2-499.

112. Defendants combined, associated, agreed, mutually undertook, and/or acted in concert with one another for the purpose of willfully and maliciously injuring Ms. Remacle in her trade, business, and profession by inducing and causing Repperio to breach the Employment Agreement with Ms. Remacle, refusing to honor the Employment Agreement's terms, and causing the separation of Ms. Remacle from Repperio, and by making material misrepresentations and omissions to Ms. Remacle to conceal from her the fact that Repperio would not honor its Employment Agreement with her, while she provided valuable services to Repperio and prepared and launched the Solution for the benefit of all Defendants.

113. Defendants knew that the scheme and conspiracy described above was a breach of the Employment Agreement, would destroy Ms. Remacle's relationship with Repperio, would harm Ms. Remacle in her trade, business, and reputation, and was otherwise fraudulent and deceitful.

114. Repperio, Defendant Marshall, Defendant Ziemba, and Defendant Abel, all had

knowledge of the existence and terms of the Employment Agreement and in knowing disregard of such terms and in conspiracy together cause Repperio to breach said provisions, including specifically the equity grant.

115. The conspiracy of the Defendants has injured Ms. Remacle in the form of the lost value of the Employment Agreement and other economic and noneconomic harm, and, in fact, the entire scheme of the Defendants was designed to cause said breach and damage and for the purpose of preventing Ms. Remacle from realizing the full value of the compensation package due to her under the Employment Agreement.

116. As a direct and proximate result of the Defendants' conspiracy to cause the breach of the Employment Contract, Ms. Remacle has suffered lost wages and other lost compensation and value from the Employment Agreement, including lost equity in Repperio, expenses, and damage to reputation.

117. Defendants engaged in said acts of conspiracy maliciously, wantonly, oppressively, and with such recklessness as to evince a conscious disregard of Ms. Remacle's rights.

Prayer for Relief

WHEREFORE, Ms. Remacle respectfully requests that judgment be entered in her favor against all Defendants, and that she be awarded the following relief:

A. Compensatory damages in an amount of not less than $2,500,000;

B. Treble damages pursuant to Va. Code § 18.2-500

C. Punitive damages in an amount of not less than $1,000,000;

D. Pre- and post-judgment interest;

E. Reasonable attorney's fees and costs of this action; and

F. Such other and further relief as the Court deems just and proper.

Respectfully Submitted,
Patricia Remacle,
By Counsel,

/s/

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DEMAND FOR JURY TRIAL

Ms. Remacle demands a trial by jury for all claims.

/s/

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